

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK  
MANHATTAN DIVISION**

-----X  
IN RE:

Ibrahima Jalloh,

Debtor(s).

Chapter: 7

Case Number: 25-10027-LGB

Judge: Hon. Lisa G. Beckerman

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**NOTICE OF MOTION**

Upon the annexed Motion for Relief of Toyota Motor Credit Corporation, dated February 18, 2025 and the exhibits annexed thereto, Movant, a secured creditor, will move this court before the Hon. Lisa G. Beckerman, United States Bankruptcy Judge, on March 12, 2025 at 10:00 a.m. o'clock of that day, or as soon thereafter as counsel may be heard, **via Zoom (see Judge Beckerman's procedures for hearings held by Zoom Video – attached)** for an order pursuant to 362(d) of the Bankruptcy Code modifying the automatic stay so that Movant, as secured creditor, can exercise all of its rights and remedies with respect to its security interest in the Collateral known as 2022 TOYOTA HIGHLANDER, VIN: 5TDBZRBH0NS252700, on the grounds that (a) Movant is not adequately protected; and (b) for such other and further relief as this Court deems just and proper.

**PLEASE TAKE FURTHER NOTICE** that any party wishing to appear at the hearing, either on a live line or listen only line, must put their appearance into the Court's eCourt Appearance program no later than 4:00 p.m. one business day prior to the aforesaid hearing date. The Court will circulate the Zoom link by email after 4:00 p.m. one business day prior to the hearing. More information regarding Zoom hearings and the eCourt Appearance program can be found on Judge Beckerman's page on the Court's website [www.nysb.uscourts.gov](http://www.nysb.uscourts.gov).

**PLEASE TAKE FURTHER NOTICE** that the hearing to consider the Motion may be adjourned from time to time without further notice other than by announcement of such adjournment in open Court.

**PLEASE TAKE FURTHER NOTICE** that if a hearing on the Motion for Relief cannot be held within thirty (30) days, Movant waives the requirement for holding a preliminary hearing within thirty days of filing the Motion and agrees to a hearing on the earliest possible date. Movant consents to the Automatic Stay remaining in effect until the Court orders otherwise.

**PLEASE TAKE FURTHER NOTICE** that responses or objections, if any, to the Motion shall be in writing, shall conform to the Federal Rules of Bankruptcy Procedure and Local Rules of the Bankruptcy Court and shall be filed with the Clerk of the Bankruptcy

Court and served upon, among other parties, attorneys for Creditors, so as to be filed, served, and actually received, by no later than seven (7) days prior to the scheduled hearing.

BONIAL & ASSOCIATES, P.C.

/s/ Wesley T. Kozeny

Wesley T. Kozeny  
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St. Louis, Missouri 63141  
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NYBK@BonialPC.Com  
Attorney for Movant

To: Service list on Certificate/Affidavit of Service

**PROCEDURES FOR ALL HEARINGS BEFORE JUDGE BECKERMAN**  
**BEING HELD BY ZOOM VIDEO**

The Zoom video hearing (the “Hearing”) held in connection with this notice will be conducted in accordance with the procedures contained herein.

With respect to Hearings that are evidentiary hearings or trials, the procedures contained herein are subject to, and do not limit, the terms of any pre-trial order, scheduling order, or other order regarding the Hearings.

These procedures have been modified to comply with the [revised policy](#), effective September 22, 2023, of the Judicial Conference of the United States concerning the public’s remote access to civil and bankruptcy proceedings (the “Revised Policy”). Under the Revised Policy, the press and other public attendees (“Public Attendees”) may only receive audio access to non-evidentiary Hearings when appearing remotely. For evidentiary hearings and trials, Public Attendees may not attend via remote means and should attend in-person in the courtroom. The Revised Policy does not affect the ability of case participants (e.g., parties-in-interest and their attorneys, witnesses, and interpreters) (“Case Participants”) from attending Zoom Hearings using the platform’s videoconferencing features.

All Case Participants and Public Attendees that wish to attend a Zoom Hearing (whether attending remotely or in-person) must register for the Hearing through the Electronic Appearance Portal (“eCourt Appearance Tool”) located on the Court's website (<https://ecf.nysb.uscourts.gov/cgi-bin/nysbAppearances.pl>) by the deadlines set forth in Sections 2 and 3 below.

**PROCEDURES**

1. **Audio and Videoconferencing Solutions.** The Hearing shall occur virtually using both audio and videoconferencing solutions as set forth herein. The Court shall utilize Zoom for Government (for audio and video purposes). The Court shall provide the Zoom link to the list of persons registered as Case Participants pursuant to the instructions set forth in Section 2 below and a Zoom dial-in number to Public Attendees who provide notice of their attendance to the Court pursuant to the instructions set forth in Section 3 below.
2. **Hearing Attendance by Case Participants.** All Case Participants must register for the Hearing through the eCourt Appearance Tool by no later than 4:00 p.m. (ET) one business day before the Hearing. Failure to register by the specified deadline will result in the Case Participant not being admitted to the Hearing. The Court will email the Zoom link to registered Case Participants after 4:00 p.m. (ET) one business day before the Hearing. Parties are strictly forbidden from circulating or sharing the Zoom link.
3. **Hearing Attendance by Public Attendees.** All Public Attendees who wish to dial-in to a Hearing where testimony is not expected must register for the Hearing through the eCourt

Appearance Tool by no later than 4:00 p.m. (ET) one business day before the Hearing. Failure to register by the specified deadline will result in the Public Attendee not being admitted to the Hearing. The Court will email the Zoom dial-in information to registered Public Attendees prior to the Hearing. Registered Public Attendees are strictly forbidden from circulating or sharing the Zoom dial-in information. Because Public Attendees cannot dial in to a Hearing where testimony is expected, Public Attendees may attend such a Hearing in person in the courtroom.

4. **Courtroom Formalities.** Although being conducted using audio and videoconferencing on Zoom, the Hearing constitutes a court proceeding, and any recording other than the official court version is prohibited. No participant or attendee of the Hearing may record images or sounds of the Hearing from any location. All parties appearing before the Court must situate themselves in such a manner as to be able to view the video screen and be seen by the Court. For purposes of this Hearing, the parties must observe the formalities of a courtroom.

5. **Submission of Exhibits and Demonstratives to Court.** If any of the parties intend to offer any exhibits at the Hearing or use any demonstratives at the Hearing, such party shall provide the Court (and file on ECF) a copy of the exhibits or demonstratives it will seek to use during the Hearing (either by offering it in evidence or using it for demonstrative purposes) no later than the deadline set forth in Judge Beckerman's Chambers Rules or the applicable scheduling or pre-trial order but in any event at least 24 hours before the Hearing.

6. **Checking in for Hearing.** Because of the Court's security requirements for participating in a Zoom for Government audio and video hearing, all persons seeking to attend the Hearing must connect to the Hearing beginning half an hour before the scheduled start of the Hearing and no later than ten minutes before the Hearing start time. Failure to connect to the Hearing at the indicated time may result in significant delays to the start of the Hearing. When signing into Zoom for Government, participants must type in the first and last name that will be used to identify them at the hearing, and the party they represent (i.e., Jane Doe, Debtor's Counsel). Participants who type only their first name, a nickname, or initials will not be admitted into the hearing. When seeking to connect for video participation in a Zoom for Government hearing, participants will first enter a waiting room in the order in which the participants seek to connect. Court personnel will admit each person to the Hearing from the waiting room after confirming the person's name (and telephone number, if a telephone is used to connect) provided to the Court in accordance with Sections 2 and 3 above. You may experience a delay in the waiting room before you are admitted to the Hearing. Once admitted, please turn off your video and mute the microphone on Zoom until the Court calls your matter.

7. **Retention of Jurisdiction.** The Court retains jurisdiction with respect to all matters arising from or related to these procedures.

**UNITED STATES BANKRUPTCY COURT  
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**MOTION FOR RELIEF FROM AUTOMATIC STAY**

COMES NOW Toyota Motor Credit Corporation, its subsidiaries, affiliates, predecessors in interest, successors and/or assigns ("Movant"), through the undersigned counsel, pursuant to Federal Rules of Bankruptcy Procedure 4001 and 9014, and states as follows in support of its Motion herein:

1. On January 10, 2025, the Debtor, above-named, filed a voluntary petition in Bankruptcy under Title 11, Chapter 7, U.S.C., in the United States Bankruptcy Court, for the Southern District of New York.

2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. Sections 151, 157 and 1334 and applicable local rules. This is a core proceeding pursuant to 28 U.S.C. Section 157(b)(2). Venue is proper in this District under 28 U.S.C. Section 1409(a).

3. The Debtor, Ibrahima Jalloh, ("Obligor(s)") is indebted to Movant pursuant to a Retail Installment Contract Simple Interest (the "Debt Obligation"). A copy of the Debt Obligation is attached hereto and incorporated herein as Exhibit A. Movant is entitled to enforce the Debt Obligation.

4. As security for repayment of the Debt Obligation the Obligor(s) have

pledged certain collateral described as 2022 TOYOTA HIGHLANDER, VIN: 5TDBZRBH0NS252700 ("Collateral"). A copy of the proof of perfection of Movant's interest in the Collateral ("Security Interest") is attached hereto and incorporated herein as Exhibit B.

5. All rights and remedies under the Debt Obligation and Security Interest have been assigned to the Movant.

6. As of February 05, 2025, the outstanding indebtedness owed to Movant less any partial payments or suspense balance is \$36,377.78.

7. As of February 05, 2025, the value of the Collateral is \$30,800.00. The basis for this value is the J.D. Power (fka NADA) estimate of value. A copy of said valuation is attached hereto as Exhibit C.

8. The following chart sets forth the number and amount of contractual payments due pursuant to the terms of the Debt Obligation that have been missed by the Debtor as of February 05, 2025:

Number of Missed Payments	From	To	Monthly Payment Amount	Total Missed Payments
2	11/28/2024	12/28/2024	\$782.12	\$1,564.24
1	01/28/2025	01/28/2025	\$782.12	\$782.12
Total:				\$2,356.36

9. Movant's Affidavit is attached hereto as Exhibit D.

10. Debtor's Statement of Intention (Form 108) states the intention to surrender the Collateral.

11. Cause exists for relief from the automatic stay under 11 U.S.C. §362(d) for the following reasons:

- a. 11 U.S.C. §362(d)(1) - For cause in that payments required to be made by Obligors to Movant are not being made as required by the

Debt Obligation; and Debtor has stated the intention to surrender the Collateral.

- b. 11 U.S.C. §362(d)(2)(A) & (B) - Debtor enjoys no equity in the Collateral and the Collateral is not necessary for an effective reorganization.

WHEREFORE, Movant prays that this Court issue an Order:

1. Terminating or modifying the stay imposed by 11 U.S.C. 362(a) allowing Movant (and any successors or assigns) to proceed under applicable non-bankruptcy law to enforce its remedies in and to the Collateral.
2. For such other relief as the Court deems proper.

Dated: February 19, 2025

BONIAL & ASSOCIATES, P.C.

/s/ Wesley T. Kozeny

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Attorney for Movant

# RETAIL INSTALLMENT CONTRACT SIMPLE INTEREST



Dealer Number: [REDACTED] Contract Date: 10/31/2022

## BUYER AND CO-BUYER NAME(S) AND ADDRESS(ES)

IBRAHIMA JALLOH  
1005 E 228TH ST APT 2B, 2B  
Bronx, County of BRONX, NY 10466

## CREDITOR (SELLER NAME AND ADDRESS)

N.R. AUTOMOTIVE, INC.  
47 CEDAR STREET  
NEW ROCHELLE, NY 10801

**Meaning of Words.** In this contract, the words "you," "your" and "yours" refer to the Buyer and Co-Buyer, if any. The word "Creditor" refers to the Creditor (Seller) named above and, after assignment, to Toyota Motor Credit Corporation ("TMCC") and any subsequent assignee.

**Who is Bound.** You may buy the vehicle described below for cash or on credit. The cash price is shown below as "Cash Sale Price." The credit price is shown below as "Total Sale Price." By signing this contract, you choose to buy the vehicle on credit under the terms within this contract and you are individually liable to the Creditor for any amount due.

**Description of Vehicle.** You agree to buy and the Creditor agrees to sell the following vehicle:

### Vehicle

2022 Toyota Highlander LE AWD

### New, Used, or Demo

New

### Vehicle Identification Number

5TDBZRBH0NS252700

### Primary Purpose

Personal

### Odometer Mileage

7

## FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.	The total cost of your purchase on credit, including your downpayment of
4.49 %	\$ 7,027.84	\$ 49,284.80	\$ 56,312.64	\$ 1,500.00 \$ 57,812.64

### Your Payment Schedule Will Be:

Number of Payments:	Amount of Each Payment:	When Payments Are Due:
One Deferred Downpayment of	\$ N/A	N/A
72 Regular Payments of	\$ 782.12	Monthly, beginning 11/30/2022
One Final Payment of	\$ N/A	N/A

**Late Charge.** If a payment is not paid in full within 10 days after it is due, you will pay a late charge of 5.00 % of the unpaid amount of the late payment.

**Prepayment.** If you pay off all of your debt early, you will not have to pay a penalty.

**Security.** You are giving a security interest in the vehicle being purchased.

**Other Terms.** Please read all six pages of this contract for additional information about security interests, nonpayment, default, any required repayment in full before the scheduled date, and penalties.



# RETAIL INSTALLMENT CONTRACT SIMPLE INTEREST



## Itemization of Amount Financed

1. Cash Sale Price (including any accessories, services and taxes)	\$ 46,361.87 <sup>(1)</sup>
2. Downpayment	
A. Trade-in Vehicle N/A N/A N/A	
Gross Trade-in Value Year, Make, Model	\$ N/A
B. Payoff of Existing Lien or Lease Balance on Trade-in Vehicle	\$ N/A
C. Net Trade-in Value (A - B) (indicate if negative number)	\$ N/A
D. Remaining Cash Downpayment (including Deferred Downpayment of \$ N/A payable before the due date of the first regularly scheduled payment)	\$ 1,500.00
E. Rebates and Non-Cash Incentives	\$ N/A
F. Subtotal (C + D + E)	\$ 1,500.00
G. TOTAL DOWNPAYMENT (if Subtotal is negative, Total Downpayment is \$0.00)	\$ 1,500.00 <sup>(2)</sup>
3. Unpaid balance of cash price (1 minus 2)	\$ 44,861.87 <sup>(3)</sup>
4. Charges Paid to Creditor:	
A. Price of Optional Mechanical Breakdown Protection Contract or Vehicle Service Agreement Purchased from the Creditor – Covering Certain Mechanical Repairs	\$ N/A
B. Price of Optional Creditor Gap Waiver Purchased from the Creditor – Covering a Waiver of Deficiency upon Total Loss of Vehicle	\$ N/A
C. Other Charges Paid to the Creditor (Creditor must describe purpose)	
FOR N/A	\$ N/A
D. Total Charges Paid to Creditor	\$ N/A <sup>(4)</sup>
5. Amounts Paid to Others on Your Behalf (Seller may retain, or receive a portion of these amounts):	
A. Price of Optional Mechanical Breakdown Protection Purchased from the MBP Company Named on page 3 – Covering Certain Mechanical Repairs	\$ 3,995.00
B. Price of Optional Buyer Gap Insurance Purchased from the Gap Insurance Company Named on page 3 – Covering a Waiver of Deficiency upon Total Loss of Vehicle After Receipt of Gap Payment	\$ N/A
C. Price of Required Physical Damage Insurance Purchased from the Insurance Company Named on page 3 – Covering Damage to the Vehicle	\$ N/A
D. Price of Optional Credit Insurance Purchased from the Insurance Company or Companies Named on page 3 – Life \$ N/A Disability, Accident and Health \$ N/A	\$ N/A
E. Government License and/or Registration Fees	\$ 230.43
F. Government Certificate of Title Fees	\$ N/A
G. Other Charges (Creditor must identify who will receive payment and describe purpose)	
To NYS For Tire Fee	\$ 12.50
To DEALER For Documentation Fee	\$ 175.00
To NYS For Inspection Sticker Fees	\$ 10.00
To N/A For N/A	\$ N/A
To N/A For N/A	\$ N/A
To N/A For N/A	\$ N/A
Total Amounts Paid to Others on Your Behalf	\$ 4,422.93 <sup>(5)</sup>
6. Amount Financed – Unpaid Balance (3 + 4 + 5)	\$ 49,284.80 <sup>(6)</sup>

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# RETAIL INSTALLMENT CONTRACT SIMPLE INTEREST



**Optional Mechanical Breakdown Protection ("MBP"):** Mechanical breakdown protection is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. You may purchase MBP under this contract by signing below and agreeing to pay the purchase price which is shown in 4A and 5A of the Itemization above.

The terms of this protection are provided in the separate contract describing the protection. If you purchase this protection, you have reviewed the terms of the contract which describes this protection and you understand that a copy of your completed contract will be sent to you by the MBP company.

MBP Company TMIS \$ 100.00 Deductible

## APPROVAL: YOU WANT TO OBTAIN THE OPTIONAL MECHANICAL BREAKDOWN PROTECTION.

Buyer Signature	Date	Co-Buyer Signature	Date
<u>12/6/01/2</u>	10/31/2022	N/A	N/A

**Optional Gap Coverage:** Gap coverage is not required to obtain credit and you may purchase it from anyone you want who is reasonably acceptable to the Creditor. Optional gap coverage protects you from having to pay the "gap amount" in the event of a total loss of the vehicle caused by its theft or physical damage. The gap amount is the difference between the amount you owe under this contract (or if you were in default, the amount you would have owed if you had paid all monthly installments and other charges when due) as of the date of total loss less the actual cash value of the vehicle under your physical damage insurance policy as of the date of total loss. If the total loss is not covered by a physical damage insurance policy, the actual cash value will be determined in accordance with New York Insurance Laws or Regulations.

Gap coverage does not cover, and you will remain responsible for any monthly installments or other charges accrued prior to the date of loss, the actual cash value of the vehicle, and all deductible amounts relating to the physical damage insurance policy or buyer gap insurance policy (if any).

☐ **Creditor Gap Waiver:** You may buy creditor gap waiver by signing below and agreeing to pay the purchase price, which is shown in 4B of the Itemization Section.

☐ **Buyer Gap Insurance:** As an alternative to buying the creditor gap waiver, you may buy insurance covering the gap amount from any insurance company which has been licensed by the New York Superintendent of Insurance to write motor vehicle buyer (debtor) gap insurance in the State of New York and by agreeing to pay the purchase price, which is shown in 5B of the Itemization Section.

GAP Company Name and Address N/A  
N/A

## APPROVAL: YOU WANT TO OBTAIN THE CREDITOR GAP WAIVER OR BUYER GAP INSURANCE COVERAGE DESCRIBED ABOVE.

Buyer Signature	Date	Co-Buyer Signature	Date
N/A	N/A	N/A	N/A

**Required Physical Damage Insurance.** Physical damage insurance is required, but you may provide the required insurance coverage through an existing policy of insurance owned or controlled by you or through anyone you want who is reasonably acceptable to the Creditor. If you buy it through the Creditor and are accepted by the insurance company, the policies or certificates issued by the insurance company will describe the terms and conditions. The purchase price of this insurance is shown in 5C of the Itemization Section.

Insurance Company N/A Term: N/A months  
\$ N/A Deductible Collision AND \$ N/A Deductible other than Collision including Fire, Theft and Combined Additional Coverage

**Optional Credit Insurance.** Credit life insurance and credit disability insurance are not required to obtain credit, and will not be provided unless you sign and agree to pay the purchase price which is shown below and in 5D of the Itemization Section.

## APPROVAL: YOU WANT TO OBTAIN THE OPTIONAL CREDIT INSURANCE COVERAGE(S) CHECKED BELOW.

☐ **Credit Life - N/A** Term (Months) N/A Premium \$ N/A

You want the specified credit life coverage.

Buyer Signature	Date	Co-Buyer Signature	Date
N/A	N/A	N/A	N/A

☐ **Credit Disability - Single Coverage (Buyer Only)** Term (Months) N/A Premium \$ N/A

You want the specified credit disability coverage.

Buyer Signature	Date	Co-Buyer Signature	Date
N/A	N/A	N/A	N/A

If you elect optional credit insurance coverage and are accepted by the insurance company, the terms and conditions will be as described in the policies or certificates issued by the insurance company. The original amount of the decreasing term credit life insurance will not exceed \$ N/A.

Credit disability insurance payments will equal the monthly payment amount but will not be more than \$ N/A.

Insurance Company N/A

**THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.**

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# RETAIL INSTALLMENT CONTRACT SIMPLE INTEREST



## Other Important Agreements

**Payments Before or After Scheduled Due Date.** This is a simple interest contract. This means that the amount of the Finance Charge may vary. The Finance Charge and Total of Payments shown on the first page of the contract are based on the assumption that all payments are made when due. The Creditor credits each payment first to accrued Finance Charge, then to the unpaid balance of the Amount Financed and the remainder to unpaid charges. The Creditor computes your Finance Charge each day on the unpaid balance of the Amount Financed. The earlier you make payments before their due dates, the less Finance Charge you will owe. The Creditor will send you a check for any amount owed to you after your last payment. The later you make payments after they are due, the greater the Finance Charge. The Creditor will advise you of any additional amount you owe at the end of the contract term. You understand that payment of any installment after it is due will be a default on your part as stated in this contract.

**Ownership, Location and Risk of Loss.** You agree to pay the Creditor all you owe under this contract even if the vehicle is damaged, destroyed or missing. You agree not to sell, transfer, rent, lease or remove the vehicle from the state in which you reside on the date of this contract without the prior written permission of the Creditor. The vehicle will be kept at the address you specify in this contract unless another address is provided to the Creditor in writing. You will notify the Creditor in writing of any change in your address where the vehicle is regularly located. Under no circumstances will you be permitted to remove the vehicle from the United States, except to Canada and then only for a period of **30 days** or less. You agree to keep the vehicle properly maintained. You agree not to expose the vehicle to misuse or seizure, confiscation, forfeiture or other involuntary transfer regardless of whether the vehicle becomes the subject of formal judicial or administrative proceedings. You will make sure the Creditor's security interest (lien) on the vehicle is shown on the title.

**Taxes and Other Charges.** You are responsible for and will pay when due all taxes, repair bills, storage bills, fines, assessments and other charges in connection with the vehicle. If you fail to pay these amounts the Creditor may do so for you. If the Creditor does so, you agree to repay the amount when the Creditor asks for it. You agree to comply with all registration, licensing, tax and title laws applicable to the vehicle.

**Security Interest.** You hereby grant the Creditor a security interest in: (i) the vehicle being purchased, any accessories, equipment, accessions and any replacement parts installed in the vehicle; (ii) insurance premiums and charges for mechanical breakdown protection, gap coverage or service contracts returned to the Creditor; (iii) proceeds of any insurance policies or mechanical breakdown protection, gap coverage or service contracts on the vehicle; and (iv) proceeds of any insurance policies on your life or health which are financed in this contract. This secures payment of all amounts you owe in this contract and in any transfer, renewal, extension, refinancing or assignment of this contract. This also secures your other agreements in this contract.

**Required Physical Damage Insurance.** You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. The physical damage insurance must name the Creditor as loss payee and must require **10** days advance written notice to the Creditor before any cancellation or reduction in the insurance coverage. You agree to deliver promptly to the Creditor whatever written proof of insurance coverage the Creditor may reasonably request. At any time during the term of this contract, if you do not have physical damage insurance which covers both the interest of you and the Creditor in the vehicle, then the Creditor may buy it for you. If the Creditor does not buy physical damage insurance which covers both interests in the vehicle, it may, if it decides, buy insurance which covers only the Creditor's interest.

The Creditor is under no obligation to buy any insurance, but may do so if it desires. If the Creditor buys either of these coverages, it will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a finance charge at the Annual Percentage Rate applicable to this contract, or if that rate is not authorized, the highest lawful contract rate.

Unless you pay the full amount within **10** days from the date the Creditor notifies you of the charge you must pay, you agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that the Creditor can use any insurance settlement either to repair the vehicle or to apply to your debt.

**Late Charge.** If a payment is not paid in full within **10** days after its due date, you agree to pay a late charge of **5** % of the unpaid amount of the late payment. Acceptance of a late payment or late charge does not excuse your late payment or mean that you can keep making payments after they are due. The Creditor may also take the steps set forth herein if there is any late payment.

**Insurance or Optional Contracts or Coverages.** This contract may contain charges for insurance or mechanical breakdown protection, gap coverage or service contracts. If you default under this contract, you agree that the Creditor may claim benefits under these contracts and terminate them to obtain refunds for unearned charges. You agree to cooperate with the Creditor in collecting any proceeds or cancellation refunds, including executing all necessary papers.

**Insurance or Optional Contract Charges Returned to Creditor.** If any charge for required insurance is returned to the Creditor, it may be credited to the final maturing installments of your account or used to buy similar insurance or insurance which covers only the Creditor's interest in the vehicle. Any refund on optional insurance or mechanical breakdown protection, gap coverage or service contracts received by the Creditor will be credited to your account. Credits to your account will include both the amounts received by the Creditor and the unearned finance charge on those amounts. These credits will be applied to as many of your installments as they will cover, beginning with the final installment.

**Default and Required Repayment in Full Before the Scheduled Date.** You will be in default under this contract: (i) if you fail to pay any payment according to the payment schedule; (ii) if bankruptcy or insolvency proceedings are initiated by or against you; (iii) if any person tries to take any of your property by legal proceedings while it is in your possession or control; or (iv) if you break any of the agreements in this contract. If you are in default, the Creditor can accelerate the payments under this contract and demand that you pay all that you owe at once. The Creditor may also take the steps set forth in this contract if you default under this contract.

**Repossession of the Vehicle for Failure to Pay.** If you default under this contract, the Creditor can take the vehicle from you (repossession). To take the vehicle the Creditor can enter your property, or the property where it is stored, so long as it is done peacefully and lawfully. If there is any personal property in the vehicle, such as clothing, the Creditor can store it for you. Any accessories, equipment, accessions or replacement parts will remain with the vehicle.

**Getting the Vehicle Back After Repossession.** If the Creditor repossesses the vehicle, you have the right to get it back (redeem) by paying any past due payments (the unaccelerated amount you owe), plus any late charges, the cost of taking and storing the vehicle and other expenses that the Creditor has had. Your right to redeem will end when the vehicle is sold or when the Creditor enters into a contract for its disposition, whichever occurs first.

**Sale of the Repossessed Vehicle.** The Creditor will send you a written notice of sale at least **10** days before selling the vehicle. If you do not redeem the vehicle by the date on the notice, the Creditor can sell it. The Creditor will use the net proceeds of the sale to pay all or part of the amount you owe.

To the extent permitted by law, the net proceeds of sale will be figured this way: Any late charges and any charges for taking, storing, cleaning, advertising, leasing and/or selling the vehicle and any reasonable attorneys' fees and any court costs will be subtracted from the selling price.

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# RETAIL INSTALLMENT CONTRACT SIMPLE INTEREST



## Sale of the Repossessed Vehicle. (continued)

If you owe the Creditor less than the net proceeds of sale, the difference is owed you unless the Creditor is required to pay it to someone else. For example, the Creditor may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, you agree to pay the difference between the net proceeds of sale and what you owe, when the Creditor asks for it. If you do not pay this amount when asked, you may also be charged interest at the Annual Percentage Rate applicable to this contract, not to exceed the highest lawful rate, until you do pay all you owe.

**Collection Costs.** If this contract is referred for collection to an attorney who is not a salaried employee of the Creditor, you agree to pay the attorney's reasonable fee and any court costs. The attorney's fee will not exceed **15%** of the amount you owe. You also agree to pay the Creditor a check collection charge, as authorized by law, in addition to the amount charged by the financial institution for each check, draft or other form of payment which is returned or dishonored for any reason.

**Credit Information.** You hereby authorize the Creditor to investigate your creditworthiness and credit capacity in connection with the establishment, maintenance and collection of your account and to furnish information concerning your account, including insurance information to credit reporting agencies and others who may lawfully receive such information.

**Interest after Maturity.** If there is a balance due when this contract matures, you agree to pay interest at the Annual Percentage Rate applicable to this contract, or if that rate is not authorized, the highest lawful rate.

**Delay in Enforcing Rights and Changes in this Contract.** The Creditor can delay or refrain from enforcing any of its rights under this contract without losing them. For example, the Creditor can extend the time for making some payments without extending others. Any change in the terms of this contract must be in writing and signed by the Creditor. No oral changes are binding. If any part of this contract is not valid, all other parts will remain enforceable.

**Warranties Seller Disclaims.** You understand that the Seller is not offering any express warranties unless: (i) the Seller extends a written warranty, or (ii) the window form for a used or demonstration vehicle indicates that the Seller is giving express warranties.

**In addition, there are no implied warranties of merchantability or fitness for particular purpose or any other implied warranties by the Seller covering the vehicle unless: (i) the Seller extends a written warranty; (ii) within 90 days from the date of this contract, you enter into a service contract with the Seller which applies to the motor vehicle being purchased; or (iii) the window form for a used or demonstration vehicle states that the Seller is giving implied warranties. To the extent permitted by applicable law, the Seller shall have no responsibility to you or to any other person with respect to any interruption of service, loss of business or anticipated profit or consequential damages.**

An implied warranty of merchantability generally means that the vehicle is fit for the ordinary purpose for which such vehicles are generally used. A warranty of fitness for a particular purpose is a warranty that may arise when the Seller has reason to know the particular purpose for which you require the vehicle and you rely on the Seller's skill or judgment to furnish a suitable vehicle.

This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer or required under state law.

**Lemon Law Notice to Buyer(s) of Used or Demonstration Vehicles.** The Used Car Lemon Law requires that buyers of used or demonstration vehicles must receive a written warranty from the Seller if the vehicle is of a type ordinarily used for personal, family or household purposes. Under certain circumstances, the Used Car Lemon Law allows buyer(s) of used or demonstration vehicles to receive a refund of the purchase price if the Seller can not within a reasonable period of time correct a covered defect which substantially impairs the value of the vehicle. **In calculating the purchase price to be refunded, the value of any trade-in vehicle not returned by the Seller will be determined by reference to the wholesale value listed in the National Auto Dealers Association Used Car Guide, or another guide approved by the Commissioner of Motor Vehicles, as adjusted for mileage, improvements and any major defects rather than the value listed in this contract.**

**Governing Law.** This contract will be governed by the laws of the State of New York.

**Used and Demonstration Car Buyer's Guide.** The Information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. The preceding NOTICE applies only to a used or demonstration vehicle sale.

**Guía Para Compradores de Vehículos Usados o Demostraciones.** La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto todas las disposiciones en contrario contenida en el contrato de venta. El AVISO anterior se aplica solamente a la venta de vehículo usado o demostración.

**Electronic Contracting and Signature Acknowledgement.** You agree that (i) this contract is an electronic contract executed by you using your electronic signature, (ii) your electronic signature signifies your intent to enter into this contract and that this contract be legally valid and enforceable in accordance with its terms to the same extent as if you had executed this contract using your written signature and (iii) the authoritative copy of this contract ("Authoritative Copy") shall be that electronic copy that resides in a document management system designated by us for the storage of authoritative copies of electronic records, which shall be deemed held by us in the ordinary course of business. Notwithstanding the foregoing, if the Authoritative Copy is converted by printing a paper copy which is marked by us as the original (the "Paper Contract"), then you acknowledge and agree that (1) your signing of this contract with your electronic signature also constitutes issuance and delivery of such Paper Contract, (2) your electronic signature associated with this contract, when affixed to the Paper Contract, constitutes your legally valid and binding signature on the Paper Contract and (3) subsequent to such conversion, your obligations will be evidenced by the Paper Contract alone.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, you will not assert against any subsequent holder or assignee of this contract any claims or defenses you may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

RETAIL INSTALLMENT CONTRACT  
SIMPLE INTEREST



**THE ANNUAL PERCENTAGE RATE MAY BE NEGOTIATED WITH THE DEALER.  
THE DEALER MAY ASSIGN THIS CONTRACT AND RETAIN ITS RIGHT  
TO RECEIVE A PART OF THE FINANCE CHARGE.**

**Receipt of Goods and Promise to Pay.** You agree that you have received the vehicle and/or services described herein, and have accepted delivery of the vehicle in good condition. You promise to pay to the Creditor the Total Sale Price shown on page one by making the Total Downpayment and paying the Creditor the Total of Payments in accordance with the Payment Schedule shown on page one and all other amounts due under this contract.

**FINAL CONTRACT PRICE.** The price contained in this contract is the final contract price to which the parties have agreed, and no additional fee or charge may be imposed or collected.

If you are purchasing a used car from a New York City dealer the following applies:

**IMPORTANT NOTICE TO BUYER**

- (a) STATE LAW REQUIRES THAT SELLERS OF SECOND HAND CARS CERTIFY IN WRITING TO THE BUYER THAT EACH CAR IS IN SAFE CONDITION AT THE TIME OF SALE.
- (b) THIS CERTIFICATION IS A GUARANTEE THAT THE CAR IS IN SAFE CONDITION AT THE TIME OF SALE.
- (c) YOU HAVE A RIGHT TO REQUEST THE DEALER TO REPAIR OR TO PAY IN FULL FOR REPAIRS OF ANY UNSAFE CONDITION IN THE CAR WHICH DOES NOT COMPLY WITH THIS CERTIFICATION.
- (d) THIS BUSINESS IS LICENSED BY THE DEPARTMENT OF CONSUMER AFFAIRS, 42 BROADWAY, NEW YORK, NEW YORK 10004.  
COMPLAINT PHONE: (212) 487-4398

**IMPORTANT: READ THE ADDITIONAL TERMS WITHIN THIS CONTRACT BEFORE SIGNING BELOW. THESE TERMS MAY INCLUDE A DISCLAIMER OF WARRANTIES BY THE SELLER.**

**NOTICE TO THE BUYER:** 1. Do not sign this contract before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of this contract when you sign it. 3. Under the law, you have the following rights, among others: (a) To pay off in advance the full amount due and not pay a penalty; (b) To redeem the property if repossessed for a default; (c) To require, under certain conditions, a resale of the property if repossessed. 4. According to law you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection.

You signed this contract and received a completely filled-in copy on 10/31/2022.

**RETAIL INSTALLMENT CONTRACT**

Buyer Signature IBRAHIMA JALLOH Date 10/31/2022  
Name: IBRAHIMA JALLOH

Co-Buyer Signature N/A Date N/A  
Name: N/A

Accepted Seller Signature N.R. AUTOMOTIVE, INC. Date 11/01/2022  
Name: N.R. AUTOMOTIVE, INC.

**SELLER'S ASSIGNMENT**

Seller sells and assigns to Toyota Motor Credit Corporation ("TMCC") all of its right, title and interest in this Contract in accordance with the terms of the Retail Sales Financing Agreement between Seller and TMCC.

**NOTICE OF RECORDED LIEN**I.D. Number  
**5TDBZRBH0NS252700**Year  
**2022**Make  
**TOYOT****TOYOTA MOTOR CREDIT  
CORP  
PO BOX 105386  
ATLANTA****GA 30348****4242**  
Wgt./Lgth.**GAS**  
Fuel**6**  
Cyl/Prop.**SUBN**  
Body/Hull**GY**  
Color

Owner: If you have moved and have not yet notified this Department of your new address, cross out the address shown and print your new address in its place.

**OWNER****JALLOH, IBRAHIMA  
1005 E 228TH ST 2B  
BRONX NY 10466****ADDITIONAL LIENHOLDERS**

The following information applies only to the lienholder shown in the box above.

- ☐ Our security interest in the vehicle, boat or manufactured home described in this notice has been satisfied.
- ☐ We have assumed ownership of this vehicle, boat or manufactured home. We are transferring ownership to:
- ☐ We have assigned our security interest in this vehicle, boat or manufactured home to:

Lien Filing Code

Name

Date of Assignment

No. and Street

City

State

Zip

Authorized Signature

Date

If you are the owner named on this notice, you can keep this notice with the Certificate of Title and when you sell the vehicle, boat or manufactured home, give the transferred Title AND this original Notice of Recorded Lien to the new owner. To obtain a lien-free Title before then, return your current Title, this original Notice of Recorded Lien and a \$20.00 fee to: NYS DMV, Title Bureau, 6 Empire State Plaza, Albany NY 12228-0330. (Check or money order should be made payable to the Commissioner of Motor Vehicles.)

If you cannot locate the Title for the vehicle, boat or manufactured home, you must apply for a duplicate. You may apply for a duplicate by completing form MV-902 (available at a DMV office or on our web site at [www.dmv.ny.gov](http://www.dmv.ny.gov)) and mailing it with a \$20.00 check or money order AND this original Notice of Recorded Lien to the DMV Title Bureau at the above address.

If your address has not changed since you last registered the vehicle and your registration shows your current address, you may be able to apply for a duplicate title on line. For more information, please visit [www.dmv.ny.gov](http://www.dmv.ny.gov).



**J.D. POWER**

2/5/2025

**J.D. POWER Used Cars/Trucks**

**National Bankruptcy Services, LLC**

14841 Dallas Parkway, Suite 300  
Dallas, TX 75254  
972-643-6612  
Joshua.Priddy@NBSDefaultServices.com

## Vehicle Information

**Vehicle:** 2022 Toyota Highlander Utility 4D LE  
AWD 3.5L V6  
**Region:** Eastern  
**Period:** February 5, 2025  
**VIN:** 5TDBZRBH0NS252700  
**Mileage:** 47,500  
**Base MSRP:** \$39,005  
**Typically Equipped MSRP:** \$40,990  
**Weight:** 4,330



## J.D. POWER Used Cars/Trucks Values

	Base	Mileage Adj.	Option Adj.	Adjusted Value
<b>Monthly Used</b>				
Rough Trade-In	\$25,950	N/A	\$50	<b>\$26,000</b>
Average Trade-In	\$27,450	N/A	\$50	<b>\$27,500</b>
Clean Trade-In	\$28,675	N/A	\$50	<b>\$28,725</b>
Clean Loan	\$25,825	N/A	\$50	<b>\$25,875</b>
Clean Retail	\$30,750	N/A	\$50	<b>\$30,800</b>
<b>Weekly Auction</b>				
Low	\$25,075	N/A	N/A	<b>\$25,075</b>
Average	\$27,425	N/A	N/A	<b>\$27,425</b>
High	\$29,800	N/A	N/A	<b>\$29,800</b>
<b>Weekly Used</b>				
Rough Trade-In	\$25,925	N/A	\$50	<b>\$25,975</b>
Average Trade-In	\$27,425	N/A	\$50	<b>\$27,475</b>
Clean Trade-In	\$28,650	N/A	\$50	<b>\$28,700</b>
Clean Loan	\$25,800	N/A	\$50	<b>\$25,850</b>

J.D. POWER

2/5/2025

J.D. POWER Used Cars/Trucks

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Clean Retail	\$30,725	N/A	\$50	<b>\$30,775</b>

\*The auction values displayed include typical equipment and adjustments for mileage and any of the following applicable accessories: engine size, drivetrain, and trim.

Selected Options

	Trade-In/Loan	Retail
Luggage Rack [VIN Precision+]	\$50	\$50



**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK  
MANHATTAN DIVISION**

<b>IN RE:</b>  <b>IBRAHIMA JALLOH</b> <b>DEBTOR(S)</b>  <b>TOYOTA MOTOR CREDIT CORPORATION</b> <b>MOVANT</b>  <b>VS</b> <b>IBRAHIMA JALLOH</b> <b>AND YANN GERON, TRUSTEE</b> <b>RESPONDENTS</b>	§ § § § § § § § § §	<b>CASE NO. 25-10027-LGB</b>  <b>CHAPTER 7</b>
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**AFFIDAVIT IN SUPPORT OF MOTION FOR RELIEF FROM STAY**

"I, Debra Knight Supplier Administrator, hereby state the following:

1. Toyota Motor Credit Corporation ("Movant") and its successors and/or assigns, is authorized to sue on its own behalf.
2. I am an employee and duly authorized representative of Movant and hereby make this Affidavit in such capacity. All facts recited herein are within my personal knowledge of all records concerning the account with Debtor(s) and are true and correct.
3. In the course of my employment, I have become familiar with the manner and method in which Movant maintains its books and records in its regular course of business. Those books and records are managed by employees and agents whose duty it is to keep the books and records accurately and completely and to record each event or item at or near the time of the event or item so noted.
4. I have reviewed the books and records which reveal that Movant is the owner and holder of a Retail Installment Contract, Loan Number xxxxxx1689, (the "Agreement"), signed by Ibrahima Jalloh. Movant is secured under the Agreement by a properly perfected security interest in as owner of the following collateral: 2022 TOYOTA HIGHLANDER, VIN: 5TDBZRBH0NS252700 and more particularly described in those documents.
5. By virtue of the Agreement, Movant is the holder of a secured claim against the Debtor(s).
6. Debtor(s) are in default on their obligations to Movant in that Debtor(s) have failed to make installment payments when due and owing pursuant to the terms of the above described Agreement.
7. As of February 05, 2025, the total indebtedness was \$36,377.78.

Debtor(s) are in default on 3 contractual payments totaling \$2,346.36:

11/28/2024 to 12/28/2024 (2) at \$782.12 each = \$1,564.24  
01/28/2025 to 01/28/2025 (1) at \$782.12 each = \$782.12

The amount of current monthly installment payment is \$782.12.

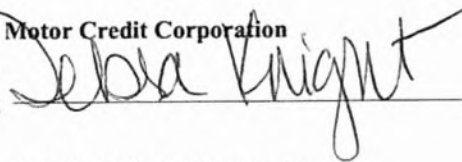
8. Debtor(s) are unable to demonstrate that the Collateral is adequately insured post-petition.
9. It is Debtor(s) intention to surrender the Collateral.
10. According to the publication commonly relied upon by banks, insurance companies, government agencies, and dealers in determining the value of collateral, the retail market value of the Collateral at time the Debtor(s) commenced this bankruptcy proceeding was approximately \$30,850.00.  
  
The present retail market value of the Collateral is \$30,800.00.
11. Movant has had to retain counsel to represent it before this Court and is incurring legal expenses and attorneys' fees for which it is entitled to reimbursement under the terms of the Note. I declare that the foregoing facts are true and correct.

FURTHER AFFIANT SAYETH NOT."

25-10027-LGB

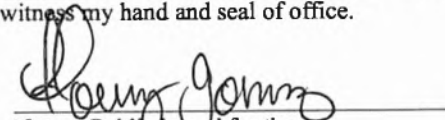
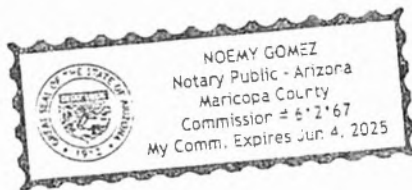
Toyota Motor Credit Corporation

By:



A Duly Authorized Representative

SUBSCRIBED AND SWORN TO before me by Debra Knight on this the 12 day  
of February, 2025, to certify which witness my hand and seal of office.

  
Notary Public in and for the  
State of AZ

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK  
MANHATTAN DIVISION**

-----X  
IN RE:

Ibrahima Jalloh,

Debtor(s).

Chapter: 7

Case Number: 25-10027-LGB

Judge: Hon. Lisa G. Beckerman

-----X

**FRCP 55 AFFIDAVIT**

As attorney for movant admitted to practice before this Court, I represent that upon information and belief, the debtor is not an infant, incompetent, or in the military.

BONIAL & ASSOCIATES, P.C.

/s/ Wesley T. Kozeny

Wesley T. Kozeny

12400 Olive Blvd, Suite 555

St. Louis, Missouri 63141

Phone: (314) 991-0255

Fax: (314) 991-6755

NYBK@BonialPC.Com

Attorney for Movant

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK  
MANHATTAN DIVISION**

-----X  
IN RE:

Ibrahima Jalloh,

Debtor(s).

Chapter: 7

Case Number: 25-10027-LGB

Judge: Hon. Lisa G. Beckerman

-----X

**MEMORANDUM OF LAW**

Point 1

The Movant is entitled to relief from the automatic stay as requested in the within  
motion.

The Movant has filed a motion for relief from the automatic stay as it concerns the mortgage it holds on the real property owned by the Debtor.

Section 362 (d)(1) and (2) provide as follows:

(d) On request of a party in interest and after notice and a hearing, the Court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying, or conditioning such stay:

(1) for cause, including the lack of adequate protection of an interest in property of such party in interest;

(2) with respect to a stay of an act against property under subsection (a) of this section, if:

(A) the Debtor does not have any equity in such property;

(B) such property is not necessary to an effective reorganization; or

(3) Section 362 (d) is mandatory, not permissive. The Court shall grant relief from the stay for any of the reasons stated in the three subsections; **In re Elmira Litho, Inc.**, 174 Bankr. 892, 900 (Bankr. S.D.N.Y. 1994); **In re Touloumis**, 170 Bankr. 825, 827 (Bankr. S.D.N.Y. 1994); **In re Klienman**, 156 Bankr. 131, 136 (Bankr. S.D.N.Y. 1993). Further, if any of the grounds for relief from stay apply, the Court must grant the relief from the stay.

In the case at bar, relief from the automatic stay may be granted under Section 362 (d) (1) for cause. The Debtor has failed to make post-petition payments under the subject Note and Mortgage. As a result, the Movant lacks adequate protection in the subject property. See, **In re Kornhauser**, 184 Bankr. 425, 428 (Bankr. S.D.N.Y. 1995); **In re Kennedy**, 79 Bankr. 950, 952 (Bankr. M.D.Ga. 1987).

In conclusion, the Movant requests that its motion for relief from the bankruptcy stay as it concerns the subject property described in the motion to the Court be granted in all respects.

BONIAL & ASSOCIATES, P.C.

/s/ Wesley T. Kozeny

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Wesley T. Kozeny  
12400 Olive Blvd, Suite 555  
St. Louis, Missouri 63141  
Phone: (314) 991-0255  
Fax: (314) 991-6755  
NYBK@BonialPC.Com  
Attorney for Movant

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK  
MANHATTAN DIVISION**

-----X  
IN RE:

Ibrahima Jalloh,

Debtor.

Case Number: 25-10027-LGB

Chapter: 7

Judge: Hon. Lisa G. Beckerman  
-----X

**ORDER PURSUANT TO 11 U.S.C. § 362(d)  
MODIFYING THE AUTOMATIC STAY IMPOSED BY 11 U.S.C. § 362(a)**

Upon the motion, dated February 19, 2025 (the “Motion”), of Toyota Motor Credit Corporation (with any subsequent successor or assign, the “Creditor” ), for an order, pursuant to section 362(d) of title 11 of the United States Code (the “Bankruptcy Code”), vacating the automatic stay imposed in this case by section 362(a) of the Bankruptcy Code as to the Creditor’s interests in a **2022 TOYOTA HIGHLANDER, VIN: 5TDBZRBH0NS252700** (the “Property”) to allow the Creditor’s enforcement of its rights in, and remedies in and to, the Property; and due and proper notice of the Motion having been made on all necessary parties; and the Court having held a hearing on the Motion on March 12, 2025; Movant appeared through its counsel; and there being no other appearances or opposition to the requested relief; and upon all of the proceedings had before the Court; and after due deliberation and sufficient cause appearing, it is hereby

**ORDERED** that the Motion is granted as provided herein; and it is further

**ORDERED** that the automatic stay imposed in this case by section 362(a) of the Bankruptcy Code is vacated under section 362(d) of the Bankruptcy Code as to the Creditor’s interests in the Property to allow the Creditor’s enforcement of its rights in,

and remedies in and to, the Property; and it is further

**ORDERED** that the Creditor shall promptly report and turn over to the chapter 7 trustee any surplus proceeds of the Property.

Dated: \_\_\_\_\_  
Manhattan, New York

\_\_\_\_\_  
Honorable Lisa G. Beckerman  
United States Bankruptcy Judge

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK  
MANHATTAN DIVISION**

-----X  
IN RE:

Ibrahima Jalloh,

Debtor(s).

Chapter: 7

Case Number: 25-10027-LGB

Judge: Hon. Lisa G. Beckerman

-----X

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the Notice of Motion, Motion for Relief including all exhibits and attachments, FRCP 55 Affidavit, Memorandum of Law, Proposed Order and this pleading was filed electronically on February 19, 2025, with the United States Bankruptcy Court, and has been served on the parties in interest via Regular United States Mail Service, first class, postage fully pre-paid, to the parties listed below on February 19, 2025 as follows:

**Debtor's Attorney**

Seni Popat  
Law Office of Seni Popat, P.C.  
206-15 Hillside Avenue  
Ste Ground Floor  
11427  
Queens Village, NY 11427

**Chapter 7 Trustee**

Yann Geron  
Yann Geron  
Geron Legal Advisors LLC  
370 Lexington Avenue  
Suite 1208  
New York, NY 10017

**US Trustee**

United States Trustee  
Office of the United States Trustee - NY  
Alexander Hamilton Custom House  
One Bowling Green, Room 534  
New York, NY 10004-1408



**Debtor(s)**

Ibrahima Jalloh  
1005 E 228Th St, Apt 2B  
Bronx, NY 10466

Respectfully Submitted,

BONIAL & ASSOCIATES, P.C.

/s/ Wesley T. Kozeny

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Wesley T. Kozeny  
12400 Olive Blvd, Suite 555  
St. Louis, Missouri 63141  
Phone: (314) 991-0255  
Fax: (314) 991-6755  
NYBK@BonialPC.Com  
Attorney for Movant